

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

**Reflections Cleaning Services, LLC and Laborers
International Union of North America (LIUNA),
Local 563.** Case 18–CA–182827

March 10, 2017

DECISION AND ORDER

BY ACTING CHAIRMAN MISCIMARRA AND MEMBERS
PEARCE AND MCFERRAN

The General Counsel seeks a default judgment in this case on the ground that Reflections Cleaning Services, LLC (the Respondent) failed to file an answer to the complaint. Upon a charge and an amended charge filed by Laborers International Union of North America (LIUNA), Local 563 (the Union) on August 24, and September 27, 2016, respectively, the General Counsel issued a complaint on October 26, 2016, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On December 6, 2016, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. Thereafter, on December 8, 2016, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by November 9, 2016, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, undisputed allegations in the General Counsel's motion disclose that by letter dated November 16, 2016, counsel for the General Counsel notified the Respondent that unless an answer was received by November 28, 2016, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations of the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a Minnesota limited liability company with an office and principal place of business in Minneapolis, Minnesota, has been engaged in the building and construction industry as a cleaning company.

During the calendar year preceding issuance of the complaint, the Respondent, in conducting its business operations described above, provided services valued in excess of \$50,000 directly to customers located outside the State of Minnesota.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Velma Metters has been the owner of the Respondent, a supervisor of the Respondent within the meaning of Section 2(11) of the Act, and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees performing work within the jurisdiction of the Union, as identified in the 2013-2016 Commercial Cleaning Services Agreement.

On September 23, 2015, the Respondent signed a Commercial Cleaning Acceptance of Agreement (the Agreement) granting recognition to the Union as the exclusive collective-bargaining representative of the unit and agreeing to be bound by the 2013–2016 Commercial Cleaning Services Agreement (the Agreement). After that date, the Union has been recognized as such representative by the Respondent without regard to whether the majority status of the Union has ever been established under the provisions of Section 9(a) of the Act.

Article 13, section 4 of the Agreement provides in relevant part that employers who have agreed to be bound to that Agreement also agreed that the Agreement would continue to be in effect from year to year thereafter unless terminated in writing by registered or certified mail to any party at least 60 days before the expiration date. At no time has the Respondent provided such notice.

At all times since September 23, 2015, based on Section 8(f) of the Act, the Union has been, and is, the lim-

ited 9(a) exclusive collective-bargaining representative of the unit.¹

At all times since September 23, 2015, the Union has requested that the Respondent recognize and bargain with it as the limited exclusive collective-bargaining representative of the unit.

Since February 24, 2016, the Respondent has refused to recognize and bargain with the Union as the limited exclusive collective-bargaining representative of the Union and has repudiated its contract with the Union.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the limited exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by failing and refusing to recognize and bargain with the Union and by repudiating its contract with the Union, we shall order the Respondent to recognize and bargain with the Union as the limited exclusive collective-bargaining representative of the unit employees and to honor and abide by the terms of the 2013–2016 Commercial Cleaning Services Agreement and any automatic renewal of it. In addition, we shall order the Respondent to make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's unlawful conduct in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enf'd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

ORDER

The National Labor Relations Board Orders that the Respondent, Reflections Cleaning Services, LLC, Min-

neapolis, Minnesota, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with Laborers International Union of North America (LIUNA), Local 563 as the limited exclusive collective-bargaining representative of the employees in the following unit during the term of the 2013–2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it:

All employees performing work within the jurisdiction of the Union as identified in the 2013-2016 Commercial Cleaning Services Agreement.

(b) Failing and refusing since February 24, 2016, to continue in effect all of the terms of the 2013–2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, recognize and bargain in good faith with the Union as the limited exclusive collective-bargaining representative of the unit.

(b) Honor and comply with the terms and conditions of the 2013–2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it.

(c) Make the unit employees whole for any loss of earnings or other benefits suffered as a result of its failure, since February 24, 2016, to abide by the terms of the 2013–2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it, in the manner set forth in the remedy section of this decision.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its facility in Minneapolis Minnesota, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 18, after being signed by the Respondent's authorized

¹ As this relationship was entered into pursuant to Sec. 8(f) of the Act, the Union is the limited 9(a) representative of the unit employees for the period covered by the agreement. See, e.g., *A.S.B. Clature, Ltd.*, 313 NLRB 1012, 1012 fn. 2 (1994), citing *Electri-Tech, Inc.*, 306 NLRB 707, 707 fn. 2 (1992), and *John Deklewa & Sons*, 282 NLRB 1375 (1987), enf'd. sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988).

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 24, 2016.

(f) Within 21 days after service by the Region, file with the Regional Director for Region 18 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 10, 2017

Philip A. Miscimarra, Acting Chairman

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with Laborers International Union of North America (LIUNA), Local 563 as the limited exclusive collective-bargaining representative of our employees in the following unit during the term of the 2013-2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it:

All employees performing work within the jurisdiction of the Union as identified in the 2013-2016 Commercial Cleaning Services Agreement.

WE WILL NOT fail and refuse to continue in effect all of the terms of the 2013-2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, recognize and bargain with the Union as the limited exclusive collective-bargaining representative of our unit employees.

WE WILL honor and comply with the terms of the 2013-2016 Commercial Cleaning Services Agreement and any automatic renewal or extension of it.

WE WILL make our unit employees whole for any loss of earnings and other benefits they may have suffered as a result of our unlawful conduct, with interest.

REFLECTIONS CLEANING SERVICES, LLC

The Board's decision can be found at www.nlrb.gov/case/18-CA-182827 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

